

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 14 TO LEASE NO. GS-11B-02193
ADDRESS OF PREMISES Patriots Plaza II 375 E Street SW Washington, D.C. 20024-3221	PDN Number: N/A

THIS AMENDMENT is made and entered into between

MEPT/FCP PATRIOTS PLAZA LLC

whose address is: C/O Bentall Green Oak
 7315 Wisconsin Avenue, Suite 200 W
 Bethesda, MD 20814-3249

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS the parties hereto desire to amend the above Lease to extend the term of the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 13, 2021, as follows:

A. Paragraph 2, of the SF-2 is hereby deleted in its entirety and the following is inserted in lieu thereof:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon March 13, 2011, through March 12, 2023, subject to termination and renewal rights as may be hereinafter set forth."

B. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

[Continued on Following Page]

This Lease Amendment contains 5 pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

MEPT/FCP Patriots Plaza LLC, a Delaware limited liability company
By: MEPT/FCP Patriots Plaza REIT LLC, a Delaware limited liability company, its Sole Member

Signature: (b) (6)
 Name: Nathan Riley
 Title: Vice President
 Entity: MEPT/FCP Patriots Plaza LLC
 Date: January 6, 2022

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: Thomas B. Malone
 Title: Lease Contracting Officer
 General Services Administration, Public Buildings Service
 Date: January 7, 2022

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
 Name: Robert D. Naso
 Title: Vice President
 Date: January 6, 2022

	EFFECTIVE March 13, 2021
	ANNUAL RENT
SHELL RENT	(b) (4)
OPERATING COSTS*	(b) (4)
ANNUAL RENT	\$ 2,740,209.44

(b) (4)

- C. The space being leased provides 58,143 BOMA Rentable Square Feet (BRSF), yielding 51,227 ANSI/BOMA Office Area Square Feet (ABOASF) of office and related space together with 12 structured parking spaces.
- D. The Government vacated a portion of the Leased Premises (hereinafter referred to as the "Vacated Space"). The Vacated Space totals 15,392 BRSF, yielding 13,561.15 ABOASF. Pursuant to Paragraph 4.4 of the SFO, the Government is entitled to a rent reduction if it vacates the Leased Premises in whole or in part prior to the expiration of the term of the Lease. Pursuant to Paragraph 6C of the SF2, the credit for vacancy is agreed to be \$4.64 per ABOASF. Accordingly, in addition to the reduction in the annual rent set forth in Paragraph B of this LA., the same reduction is also applicable to the base operating expenses. Therefore, the current escalated operating expenses included as part of the annual rent are also reduced by (b) (4) CPI adjustments shall continue throughout the extension term using the reduced base operating expense amount. The 2021 CPI adjustment will be processed subsequent to the full execution of this LA, and such adjustment is NOT included in the annual rent in the table above.
- E. At such time, if any, as the Government re-occupies the portion of the space that it has vacated, the vacancy credit reflected in the rent table in Paragraph B and described in Paragraph D above shall be reversed and the annual rent and then current operating cost base shall be increased by the amount of such vacancy credit.
- F. The Lessor shall not provide any tenant improvement allowance during the extension term. The Lessor shall also not provide cyclical painting and cyclical carpeting during the extension term and the Lessor is released from any prior or future obligations to do the same.
- G. The Government shall continue to be responsible for its percentage occupancy share (which remains unchanged) of increases in real estate taxes as determined in accordance with the Lease.
- H. The Government may terminate this Lease in whole but not in part effective on or after midnight June 30, 2022 provided GSA gives the Lessor written notice not later than ninety (90) days prior to the proposed effective date of termination and vacates the leased space on or before the effective date of termination.
- I. Lessor shall not be obligated to pay a tenant brokerage commission to a broker representing the Government in connection with this lease extension.
- J. The following FAR clause 52.204-25 (August 2020) is hereby attached to the lease.

This document will not constitute an obligation until the date of execution by the Government. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

(b) (6)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

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(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause

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applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <HTTPS://DIBNET.DOD.MIL>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <HTTPS://DIBNET.DOD.MIL>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

(b) (6)